



USRowing
2 Wall Street
Princeton, NJ 08540

February 12, 2018

The Honorable Jerry Moran
Chairman
Subcommittee on Consumer Protection, Product Safety,
Insurance, and Data Security
United States Senate
Washington, DC 20510

The Honorable Richard Blumenthal
Ranking Member
Subcommittee on Consumer Protection, Product Safety,
Insurance, and Data Security
United States Senate
Washington, DC 20510

Re: Response to your letter of February 2, 2018

Dear Senator Moran and Senator Blumenthal:

USRowing is committed to protecting the athletes it serves. We strongly believe that each athlete, and member of the USRowing community, should be provided with a safe and fair environment, free from child or sexual abuse, physical misconduct, emotional misconduct, bullying, hazing or harassment.

Sports have the ability to bridge cultural differences and politics. The Olympic Games in PyeongChang, South Korea demonstrate this at the highest level. USRowing recognizes that preparing athletes for this, or any level of competition, is

a trust placed in the hands of administrators, coaches, officials and the support teams needed to enhance the performance and experience of those athletes.

To ensure that USRowing athletes and all members of the USRowing community are provided with a safe environment, USRowing By-Laws (Article I, Section 4) include the following provision:

(USRowing) shall provide equal opportunity to athletes, coaches, trainers, managers, administrators and officials to participate in rowing without discrimination on the basis of race, color, religion, age, gender, sexual orientation, disability, or national origin...

The USRowing Board of Directors Policy Manual also includes specific provisions for the protection of athletes following the SafeSport policies adopted by the USOC and the Center for SafeSport. (Sections 7.a and 7.b):

7.a USRowing shall comply with and adhere to the United States Olympic Committee's safe sport rules and regulations, including with respect to the sole and exclusive authority of the U.S. Center for SafeSport to investigate and resolve any reported violations of sexual misconduct.

7.b. USRowing will take steps to ensure that all members, athletes, coaches, trainers, agents, staff, referees, or other persons participating in USRowing or USRowing sanctioned events comply with the codes, rules, policies, regulations and procedures of the U.S. Center for SafeSport.

USRowing has established internal SafeSport procedures intended to accomplish the intent of these policies. These procedures are continuously reviewed and upgraded to improve safety within the environment provided for our athletes and USRowing members.

The following individuals are included in the SafeSport policies and procedures adopted by USRowing: Members of the Board of Directors, administrators, part-time and full-time employees, part-time and full-time coaches, volunteers with direct access to athletes, referees, and vendors with direct access to athletes (collectively "Covered Individuals").

USRowing's SafeSport procedures begin with compliance training and background checks. Each "Covered Individual" is required to take a SafeSport training program provided by the US Center for SafeSport and to undergo a background check. These requirements must be completed every two years.

In addition to compliance training and background checks, USRowing has established an internal SafeSport Program office and SafeSport Compliance Officer.

The USRowing SafeSport Program has developed specific procedures for reporting and investigating SafeSport violations, as well as procedures for mediation, adjudication, and appeal. The SafeSport Program works in conjunction with the Center for SafeSport for matters that involve sexual misconduct.

USRowing includes approximately 1,600 Member Organizations. Each Member Organization is required to prepare and adopt an internal SafeSport program. USRowing recommends that, as a minimum, these programs include background checks and training. The Member Organizations are encouraged to use the training program provided by the US Center for SafeSport. To assist the Member Organizations, USRowing offers assistance in the development of SafeSport programs. USRowing's By-Laws (Section 12) are clear that the Criteria for Membership in USRowing include each member's agreement to comply with the SafeSport Code. The By-Laws (Article IX) also establish that the Center for SafeSport has exclusive authority to investigate and resolve any reports of sexual misconduct.

With this general background, USRowing is pleased to provide the following specific information in response to the questions included in your letter dated February 2, 2018 .

- 1. What reporting protocols for child and sexual abuse allegations are currently in place to ensure that all reports receive fair, timely, and thorough review by all appropriate parties, including law enforcement?*

USRowing recognizes the importance of fair and timely handling of issues of child endangerment, abuse and sexual misconduct. Issues of this type are given high priority.

To ensure that all allegations for child and sexual abuse are brought to USRowing's attention, USRowing's procedures allow for both identified and anonymous reporting. Initial reports may be made via telephone, email, or using a standard SafeSport reporting form (Exhibit # 1). USRowing is in the process of establishing both a dedicated phone "hot line" as well as a dedicated USRowing SafeSport email address to receive reports.

Reports are initially received by the USRowing SafeSport Program and reviewed by the SafeSport Compliance Officer. The Compliance Officer notifies the CEO and President of the USRowing Board of Directors of any reports dealing with child or sexual misconduct. All reports involving child or sexual abuse are immediately referred by the Compliance Officer to the Center for SafeSport. The complainant in these instances is notified of his or her potential responsibility to report the issue to both parents and appropriate state or local law enforcement officials.

Jurisdiction over issues involving child or sexual abuse that occur at the facilities of a USRowing Organizational Member is also given to the Center for SafeSport.

Recognition of the Center for SafeSport's jurisdictional authority by an Organizational Member is a requirement for their membership in USRowing.

2. *Are there special accommodations to account for volunteers that are separately employed by non-NGB institutions, like the case of Dr. Nassar who was employed by MSU, in these reporting practices?*

No. Volunteers, including USRowing Referees, are designated as "Covered Individuals" under the USRowing SafeSport policy. This extends to volunteers of USRowing Organizational Members.

USRowing volunteers and/or part time employees with direct access to athletes are required to complete on-line training and background checks. Like all Covered Individuals, they are instructed to report incidents of misconduct using the USRowing procedures for reporting.

3. *Has your organization ever utilized an NDA to enforce confidentiality against any athlete, volunteer, or employee in the past? To the extent possible, please provide all details regarding the justification and circumstances surrounding every individual NDA used by your organization.*

With all due respect, we find this question to be somewhat vague and ambiguous. As a matter of general business practice, certain types of agreements generally include confidentiality provisions, such as Employee Separation Agreements, primarily because of the access that employees have to confidential business information. We interpret the intent of your question, however, to be an inquiry about the use of NDAs specifically in relation to information about child abuse or sexual misconduct, as opposed to confidential business information generally. Similarly, we interpret the reference to "every individual NDA used by your organization," in the second sentence of this inquiry, as intended to refer back to the question itself, which is about NDAs relating to "athlete, volunteer, or employee" (i.e., NDAs with individuals) as opposed to every single/individual NDA used by the organization under any circumstances.

To the best of the knowledge of USRowing and its current leadership, USRowing has not utilized a Non Disclosure Agreement ("NDA") to enforce confidentiality against any athlete, volunteer, or employee relating to issues of child abuse or sexual misconduct, nor has USRowing used an NDA to require an athlete, part or full time employee, coach, volunteer, Board Member, or Organizational Member to keep confidential and/or not disclose information on any wrongdoing, bad act, or omission, any violation of USRowing's rules or the rules of the Center for SafeSport, or any applicable law.

4. *Has your organization ever utilized additional binding agreements other than NDA's with athletes under your purview? To the extent possible, please provide*

all details regarding the justification and circumstances surrounding every individual agreement used by your organization.

Additional question from Anna Yu, Legislative Assistant, Office of U.S. Senator Blumenthal:

Regarding "3. Question Number 4" asking for a clarification on "additional binding agreements other than NDA's....", I would like to clarify that we are also interested (in addition to the kinds of agreements (Max Cobb) listed), all the cases in which an NGB might have required an athlete to participate in forced binding arbitration.

The Ted Stevens Olympic and Amateur Sports Act ("Act") requires each NGB to participate in binding arbitration if an athlete alleges that the NGB has denied the athlete the opportunity to participate in certain competitions or where an NGB member alleges that the NGB has violated certain provisions of the Act or the USOC By-Laws. It is the athlete who chooses whether or not to require the NGB to participate in binding arbitration. The athlete is not obligated to participate in binding arbitration.

There are no situations where USRowing has forced any of its athletes to participate in binding arbitration for any issues involving any violation of USRowing's SafeSport policy, procedures, or the rules of the Center for SafeSport.

In order to participate in USRowing-sanctioned events, an athlete is required to have an active USRowing membership, which requires the athlete to agree to the USRowing membership agreement waiver and release of liability. The language of that agreement is attached hereto as Exhibit # 2.

5. *Since the recent lawsuits filed against USOC, USAG, and MSU for organizational failures to investigate, discipline, or remove Dr. Nassar after complaints of sexual abuse, has you(r) organization taken any additional steps to improve the transparency, efficiency, and effectiveness of its criminal misconduct reporting mechanisms?*

USRowing always has been focused on protecting its athletes, and members of the USRowing community from all forms of misconduct - sexual, physical, emotional, bullying, harassment, or hazing and, since at least January 2014, USRowing has implemented specific SafeSport policies and procedures to further those goals. Within the last six months, USRowing has taken several steps to improve transparency, efficiency and effectiveness in our reporting mechanisms for all forms of misconduct, by consolidating many of the SafeSport functions and procedures within the SafeSport Program. Also, since the establishment of the Center for SafeSport in 2017, USRowing has taken steps to ensure that the Center for SafeSport has exclusive authority to investigate and resolve allegations of sexual misconduct.

The Program includes a full time SafeSport Compliance Officer reporting directly to the CEO and President of the USRowing Board of Directors. The Compliance Officer's responsibilities include:

1. Updating and maintaining SafeSport policies and procedures;
 2. Compliance and monitoring of all "Covered Individuals" for SafeSport training and background checks;
 3. Communication and outreach of USRowing SafeSport policies and procedures with athletes, employees, coaches, USRowing members and USRowing Organizational Members;
 4. Intake of reports of misconduct, investigation, mediation, hearing procedures, and adjudication; and
 5. Interaction with the Center for SafeSport, including notification of issues of sexual misconduct.
6. *Please identify any circumstance in which USOC did not take any action following a report of criminal behavior from your organization. To the extent possible, please provide all details regarding the justification and circumstances involved in USOC's decision to not act.*

USRowing is not aware of any situation where USOC did not take any action after receiving, from USRowing, a report of criminal conduct .

7. *In 2017, USOC engaged with a third-party consultant to assess compliance with SafeSport policies and procedures within USOC and all of its NGBs and High Performance Management Organizations (HPMO). Please describe the report issued for your organization, including any recommendations necessary for full compliance. If additional recommendations were issued, what actions were taken by your organization? Are there any remaining recommendations that your organization has yet to fully implement?*

The USRowing response to the Baker Tilly audit, along with the steps USRowing has taken to attain compliance with the recommendations included in the audit are included as Exhibit # 3.

In general, USRowing was in compliance with the requirements of the Baker Tilly audit. A single issue -- monitoring USRowing employees for completion of bi-annual background checks and on-line SafeSport training -- was identified. USRowing has corrected this through improved monitoring.

The USRowing SafeSport program continues to improve with expanded communication and outreach to our Covered Individuals and Member Organizations. USRowing is committed to protecting our athletes and the USRowing community from all forms of misconduct. Our focus on developing a strong SafeSport program will continue.

The Subcommittee on Consumer Protection's focus on issues related to SafeSport and the protection of athletes from child and sexual abuse is important to the entire community of sports. On behalf of USRowing and all of its members and athletes, thank you for your attention to this important matter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Patrick McNerney", with a long, sweeping flourish extending to the right.

Patrick McNerney,
CEO USRowing

cc John Wik, Director, SafeSport Programs, USRowing
Marcia Hooper, President, Board of Directors, USRowing

Exhibit # 1 - USRowing SafeSport Reporting Form



USRowing SafeSport: REPORTING FORM

USRowing strongly encourages the reporting of misconduct. USRowing appreciates your willingness to report inappropriate behavior.

DATE OF SUBMISSION: _____

SECTION I: *This section is about the individual you are reporting. Please provide as much information as possible.*

1. Name of Individual you are reporting (First & Last):

Comments:

2. Age or Approximate Age:

3. Gender:

Male / Female

4. Address (City, State required):

5. Position(s) this individual holds or held (please circle all that apply):

Head Coach / Assistant Coach / Club Employee/ Volunteer / Official / Other / Not sure

6. Club where individual works and/or volunteers or worked/volunteered previously:

Comments:

SECTION II: *This section asks questions about the incident or incidents you are reporting. Please provide as much specific information as you are able.*

7. Type of Offense (i.e. what happened?)

8. Where did the incident or incidents take place? (City, State and any other available location information)

Comments:

9. Please Describe what happened: (Including... Who, What, When, Where)

Comments:

SECTION III: *This section is for information about the victim or victims. If you are the victim and wish to remain anonymous, you may do so. In that case, please enter only your age, city, state, and Club affiliation.*

10. Name:

Comments:

11. Age (or approximate age):

Comments:

12. Club affiliation (if any):

Comments:

13. Contact phone number (Note, if this person is under 18, please provide contact information for his/her parent or guardian):

14. Contact Email address (if this individual is under 18, please provide contact information for parent or guardian):

15. Gender

Male / Female

SECTION IV: Your Information

You may remain anonymous if you wish. However, providing your information is vastly helpful to a swift and effective investigation. A person reporting alleged misconduct should not fear any retribution and/or consequence when filing a report he or she believes to be true.

16. Name:

17. Phone Number:

18. Email Address:

19. Club Affiliation (if any):

20. Relationship to victim (Please circle any that apply):

Self

Parent/Guardian

Other family member

Friend or acquaintance

Club member, coach or volunteer Other or prefer not to say

SECTION V: Other Information

21. If you have any other information that you feel would be helpful to an investigation of the alleged offense you have reported, please enter it here:

Exhibit #2 USRowing Release of Liability and Waiver Language

Release of Liability

IN CONSIDERATION of being given the opportunity to participate in any USRowing activity, including scheduled, supervised club activities, and registered regattas, during the policy term 12/31/17 – 12/31/18, I, for myself, my personal representatives, assigns, heirs, and next of kin.

1. I ACKNOWLEDGE, agree and represent that I understand the nature of Rowing Activities, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

2. I FULLY UNDERSTAND that: (a.) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Release named below; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. I AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of USRowing and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

4. I HEREBY RELEASE, discharge, and covenant not to sue USRowing, the Club, the Regatta, their administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

5. I agree to be familiar with, comply with, and be bound by the Rules and Regulations of USRowing, including but not limited to the USRowing Rules of Rowing (www.usrowing.org), the World Anti-Doping Code (www.usada.org), and the codes, rules, policies and procedures of the U.S. Center for SafeSport (the "SafeSport Rules," www.SafeSport.org), including with respect to the exclusive authority and jurisdiction of the U.S. Center for SafeSport to investigate and resolve reported sexual misconduct and the discretionary authority to investigate and resolve reports of other misconduct. I further agree that arbitration pursuant to the binding arbitration provisions of the SafeSport Rules shall be the exclusive method to resolve any dispute over any disciplinary action taken by USRowing as a result of a USCSS investigation (the "Arbitration Procedure").

PLEASE DO NOT CHANGE OR ALTER THE WORDING ON THIS WAIVER WITHOUT PRIOR APPROVAL FROM USROWING.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant: _____

USRowing # _____

___ Date of Birth: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Date:** _____

Participant's Signature: _____

Organization: _____

PARENTAL CONSENT

(If participant is under the age of 18)

AND I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasee, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law. I agree to be bound by the Arbitration Procedure with respect to any dispute over any disciplinary action taken by USRowing as a result of a USCSS investigation.

Printed Name of Parent/Guardian: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Date:** _____ **Parent/Guardian Signature (only if participant is under the age of 18):** _____

This is THE USRowing Release of Liability, which should be copied for your use.

Regatta Photo Release

IN CONSIDERATION of being given the opportunity to participate in a USRowing registered regatta (the "Regatta") taking place in this calendar year, I, for myself, my personal representatives, assigns, heirs, and next of kin:

HEREBY GRANT my specific permission to USRowing, the Regatta, the Regatta's host organization(s) (collectively referred to as the "Regatta Manager") and their directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, and assigns to make and/or obtain photographic images of me on the day(s) of the Regatta and to publish, copyright, distribute and/or display photographic images taken of me on the day(s) of the Regatta. I further waive the right to inspect and/or examine all photographs and/or written text to which the images may be applied before use. I also waive any and all rights and claims, including future rights and claims to such photographic images and any interest therein. I hereby release and discharge the Regatta Manager, its directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns from any and all liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or use in composite form, whether the same is intentional, or otherwise. I

understand that the Regatta Manager, its directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, agents, and assigns may use any process or procedure resulting in the completion of the finished product for publication, display, copyright or distribution.

HEREBY GRANT my specific permission to the Regatta Manager, its directors, officers, employees, volunteers, regatta organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns a fully paid-up, non-exclusive, worldwide right and license to use, display or otherwise exploit my name, nickname, voice, photograph, statements, biographical information, and likeness, as well as images of me in motion picture, videotape, electronic, and similar formats ('My Image'), so long as My Image relates to my participation in the Regatta, whether in original or modified form. I waive any rights of privacy.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant: _____ Signature of Participant: _____
Date: _____ Printed Name of Parent/Guardian (if participant is
under the age of 18): _____
Signature of Parent/Guardian: _____ Date: _____

Florida Waiver (Commercial)

(All parents of minors who are Florida residents must sign both the Florida commercial and non-commercial waivers)

(Commercial Activity Providers)

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This Release is entered into as between (Parent/Natural Guardian) as natural guardian and/or parent of (Child's name), a minor child, and

officers, directors, members, employees and representatives this

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:

[name of Insured], its

READ THIS FORM COMPLETELY AND CAREFULLY, YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF USROWING USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT

AND YOUR RIGHT TO RECOVER FROM [NAME OF RELEASED PARTY] IN A LAWSUIT FOR ANY PERSONAL INJURY,

(Date).

INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND USROWING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability and Indemnity Agreement (Agreement):

I understand and acknowledge that water sports activities have inherent risks and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: [Named Insured], its employees, officers, directors, administrators, agents, coaches, instructors, members, other participants, sponsoring agencies all of which are hereinafter referred to as Released Parties, from any and all liability for any and all claims, demands, losses, or damages on account of injury, including death, or damage to property, caused or alleged to be caused by risks inherent in the water sports activity undertaken by my child.

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties for damages or other losses sustained as a result of my child's participation in the water sports activity.

I further agree to indemnify and hold Released Parties harmless from all claims, judgments and cost, including attorney's fees, incurred in connection with any action brought as a result of my child's participation in the water sports activity.

This Agreement is specifically intended to comply with Section 744.301 Florida Statutes and is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

BY EXECUTING THIS AGREEMENT, I REPRESENT THAT I HAVE READ THE ABOVE SECTION TITLED "NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN" AND THAT I UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND THAT I SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND MY MINOR CHILD.

Signature of Natural Guardian/Parent on behalf of a minor

Date

Florida Waiver (Non-Commercial)

(All parents of minors who are Florida residents must sign both the Florida commercial and non-commercial waivers)

(Noncommercial Activity Providers)

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This Release is entered into as between (Parent/Natural Guardian) as natural guardian and/or parent of (child's name), a minor child, and officers, directors, members, employees and representatives this

[name of Insured], its (DATE).

For and in consideration of USRowing allowing my child to participate in the activities of or sponsored by USRowing, I for myself and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability and Indemnity Agreement (Agreement):

I understand and acknowledge that water sports activities have inherent risks and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.

I further understand and acknowledge that my child will be engaging in activities that involve the risk of serious bodily injury, permanent disability, paralysis and loss of life, which might result not only from his/her own actions, inactions or negligence, but the action, inaction or negligence of another, the rules of play, or the conditions of the premises, water conditions or of any equipment used. I understand and acknowledged that there may be other risks not reasonably known at this time.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: [Named Insured], its employees, officers, directors, administrators, agents, coaches, instructors, members, other participants, sponsoring agencies all of which are hereinafter referred to as Released Parties, from any and all liability for any and all claims, demands, losses, or damages on account of injury, including death, or damage to property, caused or alleged to be caused by the negligence of the Released Parties or otherwise.

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties for damages other losses sustained as a result of my child's participation in the water sports activity.

I further agree to indemnify and hold Released Parties harmless from all claims, judgments and cost, including attorney's fees, incurred in connection with any action brought as a result of my child's participation in the water sports activity.

This Agreement is specifically intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

BY EXECUTING THIS AGREEMENT, I REPRESENT THAT I HAVE READ THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND THAT I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL ON BEHALF OF MYSELF AND MY MINOR CHILD.

Signature of Natural Guardian/Parent on behalf of , a minor

Date

Exhibit # 3 - USRowing SafeSport Compliance - Baker Tilly Audit

Response to Baker Tilly Audit USRowing SafeSport Compliance November 15, 2017

The United States Rowing Federation has prepared the following response specific to the findings of the Baker Tilly Audit:

Baker Tilly Recommendation: *US Rowing must require that individual it formally authorizes approves, or appoints (a) to a position of authority over, or (b) to have frequent contact with athletes complete criminal background checks and education and training requirements in a timely manner and before they have contact with athletes to provide assurance that they are educated on the requirements of the Athlete Safety Standards. US Rowing must consistently track and verify criminal background checks and education and training requirements are met for all Required Individuals. Compliance with these requirements must be completed within 90 days of receipt of the final audit report.*

USRowing Management Response: *We agree with the condition and recommendation and will respond to the USQ with a detailed plan to ensure compliance with the current NGB Athlete Safety Policy.*

To meet the specific recommendations of the Baker Tilley Audit Report, USRowing has adopted the following policies.

APPLICATION

1. USRowing has identified the following individuals, or categories of individuals, for inclusion in its direct SafeSport application pool:

- USRowing Staff / Administration
- USRowing Board Members
- USRowing Coaches
- USRowing Referees
- USRowing Volunteers
- USRowing Vendors having Direct Contact with Athletes

2. USRowing has identified the following individuals, or categories of individuals, for inclusion in its indirect SafeSport application pool:

- USRowing Member Organizations - As a condition of USRowing Membership, each Member Organization must demonstrate that it has prepared and adopted a SafeSport Management Plan.

COMPLIANCE

1. Every two years each member of the USRowing Staff / Administration, Board of Directors, Team Coaches, Referees, Volunteers, and USRowing Vendors having Direct Contact with Athletes must:

- Successfully complete the USOC SafeSport on-line training program.
- Successfully complete (green light) an NCSI Background Check.

2. USRowing requires that each Member Organization provide a copy of their SafeSport Policy to USRowing as a condition of membership. USRowing further recommends that every two years each "Member Organization" require that their Staff / Administration, Coaches, Volunteers, and Vendors having direct contact with athletes must successfully complete:

- The USOC SafeSport on-line training program.
- Background Check.

MONITORING

USRowing currently meets the Baker Tilly Audit recommendation for monitoring SafeSport compliance using hand sorting, paper record keeping, and database reviews.

1. Monitoring of USRowing Staff / Administrators, Board Members, Coaches, Referees, Volunteers, and Vendors having direct contact with athletes is currently accomplished by reviewing applicable databases for compliance, or the submission of certificates of completion. Three programs currently have responsibility for this monitoring:

- USRowing HR Department: As a condition of employment each of the following must demonstrate compliance with SafeSport on-line training and successful completion (green light) of a background check. This requirement must be met every two years. Records are maintained in the HR Department files.
 - Domestic Program Staff,
 - Administrators
 - Board of Directors
- USRowing Referee Program: As a condition of Candidacy and licensure all USRowing Referees must demonstrate successful completion of the SafeSport on-line training program and a Background Check (NCSI). This requirement must be met every two years. Records are currently maintained and hand sorted by reference to the appropriate database.

- USRowing High Performance Program: The HP Program is responsible for maintaining SafeSport compliance records on HP staff, coaches, and volunteers. This requirement must be met every two years. Records are maintained as paper files within the HP Program office.

USRowing is in the process of updating its internal SafeSport monitoring program. Working with the USOC On-Line SafeSport training program vendor and the NCSI Background Check vendor, USRowing will integrate compliance records with the USRowing membership database. The goal is to identify and alert individuals who are nearing the two-year compliance date, allowing them to update their SafeSport compliance requirements in a timely fashion.

2. Member Organizations: USRowing Member Organizations are required to provide USRowing with a copy of their SafeSport programs as a condition of membership. The USRowing Membership Department monitors this requirement.

USROWING SAFESPORT PROGRAM OFFICE - Beyond Baker Tilly Audit

USRowing recognizes the importance of SafeSport for the protection of all athletes and members of the rowing community. USRowing has gone beyond the initial recommendations of the Baker Tilly Audit by creating a new staff position focusing on the development, integration and implementation of sound SafeSport policies within USRowing and its member organizations. The USRowing SafeSport program will manage all aspects of SafeSport for USRowing. Its focus is on the following areas:

1. Policy: Updating and codifying all SafeSport policies and procedures.
2. Compliance and Monitoring: Developing automated programs to integrate membership databases with SafeSport requirements to assure all applicable individuals have met the SafeSport standards of Background Checks and On-Line Training.
3. Compliance and Outreach: Developing Print and On-line articles, Seminars, Webinars, and a USRowing SafeSport Help Line to assist Member Organizations, athletes, or other covered individuals with SafeSport issues.
4. Investigation/Adjudication Procedures: Update and Codify the procedures used to report, investigate, mediate, and when required conduct a formal hearing on USRowing internal SafeSport issues, or issues which are reported to USRowing by a Member Organization for review and investigation. Member Organizations should conduct investigations using their individual SafeSport Programs before the issues is brought to USRowing. Conduct investigations, provide recommendations, and hold hearings as needed. (NOTE: All issues of Sexual Misconduct will be referred to the USOC Center for SafeSport and local authorities as appropriate.)